

Combination assignment of lease, consent of lessor, and acceptance by assignee.

This indenture made and executed in triplicate parts _____ [year], by and between _____ of _____, state of _____, lessee _____, of _____, state of _____, assignee, and _____ of _____, state of _____, lessor, witnesses:

As lessor, by a certain indenture made and executed _____ [year], leased to lessee, _____, and during the term of _____ years beginning on the first day of _____ [year], and ending on the thirty-first day of _____ [year], a certain piece or parcel of real estate, situated in the city of _____, county of _____ and state of _____, described as follows: _____; and

As it is provided by the _____ paragraph of such lease that at any time during the term when lessees are not in default under lease, lessees may assign their entire interest to any financially responsible person of good character provided lessees shall first give lessor, at least 20 days before making of such assignment, a notice in writing stating name, business and business or residence address of proposed assignee, and such assignee shall, at such time as such assignment is made, bind assigner, assignee's heirs, legal representatives and assigns, by a legal and sufficient instrument in writing, duly executed and acknowledged and recorded in office of _____ of _____ county, _____, to perform, discharge and fulfill all lessee's engagements and undertakings under lease, and

As lessee has notified lessor of lessee's intention to assign all of lessee's one-half interest in lease to assignee, and lessor has accepted such notice in full compliance with paragraph _____ of lease, and is willing to consent to such assignment on conditions provided by lease.

It is therefore agreed by and between the parties hereto as follows:

1. Lessee, for and in consideration of one dollar and other valuable considerations to lessee in hand paid by assignee, hereby assigns all right, title and interest in and to lease and balance of term thereby created, to assignee, assignee's heirs, legal representatives and assigns.

2. Assignee, in consideration of assignment and consent to assignment by lessor, hereby agrees for assignee, assignee's heirs, legal representatives and assigns, that he will faithfully perform, discharge and fulfill all of lessees' engagements and undertakings under lease and will pay to lessor, lessor's heirs, legal representatives or assigns, all rent reserved under lease, as rent may become due and payable, in manner and form as assignor, _____, is obligated so to do by lease.

3. Lessor, in consideration of assignment and agreement of assignee to perform, discharge and fulfill all lessees' engagements and undertakings under lease, hereby consents to such assignment and to the substitution of assignee in place of lessee, in respect to lessee's liability as lessee created by lease, from further liability under lease.

In witness whereof, etc.